

EXHIBIT B
(Certification of David J. Adler)

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY**

Caption in Compliance with D.N.J. LBR 9004-1(b)

McCARTER & ENGLISH, LLP

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Efficiency Counsel to the

Official Committee of Unsecured Creditors

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY**

In re:	Case No. 22-19361 (MBK)
BLOCKFI INC., et al. ¹	Judge Michael B. Kaplan
	Chapter 11
Debtors.	Jointly Administered

**CERTIFICATION OF DAVID J. ADLER IN SUPPORT OF SECOND
INTERIM APPLICATION FOR ALLOWANCE OF FEES AND
REIMBURSEMENT OF EXPENSES OF McCARTER & ENGLISH, LLP,
AS EFFICIENCY COUNSEL TO THE OFFICIAL COMMITTEE OF
UNSECURED CREDITORS FOR SERVICES RENDERED AND
REIMBURSEMENT OF EXPENSES INCURRED FOR THE PERIOD
OF APRIL 1, 2023 THROUGH AND INCLUDING JULY 31, 2023**

I, David J. Adler, declare under penalty of perjury that:

1. I am a partner with the applicant firm, McCarter & English, LLP, and am admitted
to appear before this Court.

¹ The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor's federal tax identification number, are: BlockFi Inc. (0015); BlockFi Trading LLC (2487); BlockFi Lending LLC (5017); BlockFi Wallet LLC (3231); BlockFi Ventures LLC (9937); BlockFi International Ltd. (N/A); BlockFi Investment Products LLC (2422); BlockFi Services, Inc. (5965) and BlockFi Lending II LLC (0154). The location of the Debtors' service address is 201 Montgomery Street, Suite 263, Jersey City, NJ 07302.

2. This Certification is submitted in connection with the Second Interim Application for Allowance of Fees and for Reimbursement of Expenses of McCarter & English (the “**Second Interim Fee Application**”).

3. I am familiar with the work performed by McCarter & English on behalf of the Committee and I have reviewed the Second Interim Fee Application. To the best of my knowledge, information, and belief, the statements contained in the Second Interim Fee Application are true and correct. In addition, I believe that the Second Interim Fee Application substantially complies with Local Rules 2016-1 and 2016-3 and the *Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed Under United States Code by Attorneys in Larger Chapter 11 Cases*.

4. The fees and disbursements sought in the Second Interim Fee Application are billed at rates customarily employed by McCarter & English.

5. In accordance with Title 18, U.S.C. Section 155, and the Rules of this Court, neither I nor any member or associate of this firm has entered into any agreement, either written or oral, express or implied, with the Debtor or any other party in interest, or any attorney of such person, for the purpose of fixing the amount of any fees or other compensation to be allowed out of, or paid from the assets of the Debtor or its estate.

6. In accordance with Section 504 of the Bankruptcy Code, no agreement or understanding exists between me, this firm or any member or associate thereof, on the one hand, and any other person, on the other hand, for a division of such compensation as this firm may receive from the Court herein. No division of fees, as prohibited by Section 504 of the Bankruptcy Code, will be made by me or any member or associate of this firm.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true
and correct.

/s/ David J. Adler
David J. Adler

New York, New York
Dated September 15, 2023